

AGREEMENT

THIS AGREEMENT is entered into by and between the City of Arlington, a municipal corporation of the State of Washington ("City"), and the Boys and Girls Club of Snohomish County, a nonprofit corporation ("BCG").

WHEREAS, the City is an optional municipal Code city vested with all powers permitted by RCW Title 35A; and

WHEREAS, the City's powers include providing local social, cultural, recreational, educational, governmental and corporate services to its citizens; and

WHEREAS, BGC provides youth and teen development programs and services to residents of the City; and

WHEREAS, youth and teen development programs have been shown to have a positive effect for all residents of cities where they are operated and to reduce the risks of juvenile crime; and

WHEREAS, the City does not have the expertise, facilities or resources to adequately create these youth and teen recreational programs and services on a cost-effective basis; and

WHEREAS, the City, in entering into this agreement, intends to enable youth living in the City of Arlington, particularly those from disadvantaged families, to participate in appropriate programs;

NOW, THEREFORE, it is agreed between the parties as follows:

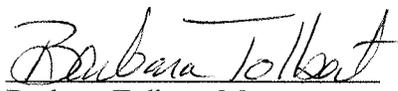
1. Purpose/Scope of Work. The purpose of this agreement is to permit BGC to provide "Teen Night" programming within the City of Arlington every Friday night from 8 p.m. to 11 p.m., including music, games, and food and non-alcoholic beverages for students from 7th grade through high school ages. The City's payment for these services shall be subject to funding and budgetary constraints.
2. Term of Agreement. This agreement shall commence on January 1, 2013 and expire on December 31, 2014; provided, however, that it may be extended by mutual agreement of the parties by separate written amendment.
3. Consideration. As consideration for the services provided, the City will reimburse BGC the sum of \$3,500.00 per year.
4. Relationship. The City and BGC intend that an independent contractual relationship be created by entering into this agreement. The BGC is not an employee of the City and neither BGC nor any of its employees, volunteers, or representatives shall be considered a City employee nor shall they be entitled to any of the benefits provided by the City to City employees, including, but not limited to, health insurance, sick or annual leave, or workman's compensation. The BGC shall direct the work to be provided under the terms of this contract.

The BGC shall pay all necessary taxes and assessments levied against the BGC as a result of the payments to be made hereunder. The terms of this agreement shall not create any duties, obligations or liabilities to third parties, and the parties do not intend to create any third-party beneficiaries as a result of entering into this agreement.

5. Suspension or Termination. The City may, in the event BGC fails to comply with the terms and conditions of this agreement, terminate or suspend the contract or pursue such other remedies as may be legally available to the City.
6. Amendments. The City and BGC may, from time to time, change or modify the Scope of Work. Any such change or modification shall be in writing and signed by all parties hereto.
7. Assignability. The BGC shall not assign its rights and obligations under this agreement to any other party without the prior written consent of the City.
8. Reports and Information. The BGC shall, at such times and in such form as the City may require, furnish the City with reports, including an accounting of the expenditure of City funds, as may be requested pertaining to work performed under this agreement.
9. Compliance with Laws. BGC shall comply with all applicable laws, ordinances and codes of the state and City.
10. Liability and Indemnification. The BGC shall hold the City harmless and shall indemnify and defend all claims, demands, or suits at law or equity arising from the negligent or intentionally wrongful acts or omissions of the BGC or its employees, agents or volunteers in providing the services called for under this agreement. The BGC shall provide general liability insurance naming the City, its officers, agents and employees as additional insureds, in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, in a form acceptable to the City.
11. Severability. If any portion of this agreement is held to be invalid or unenforceable for any reason, such holding shall not affect the validity or enforceability of any of the remaining portions of this agreement.
12. Entire Agreement. This agreement contains all of the agreements of the parties hereto and no other provision shall be binding on the parties hereto without the same being in writing and signed by all parties hereto.

CITY OF ARLINGTON

BOYS AND GIRLS CLUB
OF SNOHOMISH COUNTY


Barbara Tolbert, Mayor

